



# Metheny Concrete Products, Inc.

1617 S. Lowry Avenue / Oklahoma City, OK 73129-8343

Phone: (405) 947-5566

Fax: (405) 946-4852

www.methenyconcrete.com

## CREDIT APPLICATION AND AGREEMENT

### A. APPLICANT

Legal Business  
Name \_\_\_\_\_

(List all Trade Names, DBA's, Divisions or Subsidiaries)

Street  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Estimated Annual Sales: \_\_\_\_\_ A/P Contact Person: \_\_\_\_\_ Type of Business: \_\_\_\_\_ How Long? \_\_\_\_\_

### B. BUSINESS INFORMATION

FEIN (Federal Tax ID): (if applicable) \_\_\_\_\_ or SS#: \_\_\_\_\_

Sole  
Proprietorship: \_\_\_\_\_

Partnership  
Partner: \_\_\_\_\_ Partner: \_\_\_\_\_

Corporation/LLC  
President/Member: \_\_\_\_\_ V.P./Member: \_\_\_\_\_

Secretary/Member: \_\_\_\_\_ Treasurer/Member: \_\_\_\_\_

Other: LP/LLP/Joint Venture/Trust:  
(Circle One) Principal/Partners/Trustee: \_\_\_\_\_

Sales Tax Exemption Certificate?  Yes  No (if yes, enclose signed certificate or copy)

### C. BANKING INFORMATION

Bank: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Address: \_\_\_\_\_ City/ST/Zip: \_\_\_\_\_

Officer Contact: \_\_\_\_\_ Acct. No.: \_\_\_\_\_ Type of Acct.: \_\_\_\_\_

Acct. No.: \_\_\_\_\_ Type of Acct.: \_\_\_\_\_

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

\*

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

### D. TRADE REFERENCES (Please fill out 3 references)

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Fax</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize **Metheny Concrete Products, Inc.** to investigate all references and customary credit information sources including consumer credit reporting repositories (See Consent to Obtain Consumer Credit Report below) regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

CREDIT POLICY: Statements are rendered on the last day of the month C.O.D. restrictions may be placed on any past due account.

CREDIT TERMS: A cash discount of \$1.00 per concrete yard may be taken if the invoice is paid in full on or before the 15<sup>th</sup> of the following month following the invoice date provided that no past due invoices remain unpaid. Invoices not paid within the discount terms are due in full by the last day of the month. Invoices paid after the end of the month are subject to service charges of 1 1/2% per month or 18% per annum, or a minimum of \$1.00, whichever is greater. Service charges are legal obligations on your account. C.O.D. restrictions may be placed on any account with service charges or past due amounts.

VENUE: All amounts due for purchases from **Metheny Concrete Products, Inc.** are payable at **1617 S. Lowry, Oklahoma City, OK 73129-8343**. It is further understood that this agreement is entered into in the state of Oklahoma, county of Oklahoma and is governed by the laws of the state of Oklahoma.

CHANGE OF OWNERSHIP: I/We understand that we must notify **Metheny Concrete Products, Inc.** in writing and be certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

COLLECTION AND ATTORNEY FEES: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

CERTIFICATE OF USE: I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

**AUTHORITY OF SIGNATURE AND TITLE:**

The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions:

Firm Name: \_\_\_\_\_

\* By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSENT TO OBTAIN CONSUMER CREDIT REPORT**

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with Metheny Concrete Products, Inc., recognizing that his or her individual credit history may be a factor in the evaluation of the applicant, hereby consents to the use of the consumer credit report of the undersigned by Metheny Concrete Products, Inc. as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

\* \_\_\_\_\_  
Sign Name Print Name Date

\_\_\_\_\_  
Sign Name Print Name Date

**PERSONAL GUARANTEE**

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by **Metheny Concrete Products, Inc.** to \_\_\_\_\_ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to **Metheny Concrete Products, Inc.** the full and prompt payment by the fifteenth of each month, of all obligations which Guarantor presently or hereafter may have to **Metheny Concrete Products, Inc.** and payment when due of all sums presently or hereafter owing by Guarantor to **Metheny Concrete Products, Inc.** Guarantor agrees to indemnify **Metheny Concrete Products, Inc.** against any losses **Metheny Concrete Products, Inc.** may sustain and expenses **Metheny Concrete Products, Inc.** may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against Guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until Guarantor delivers to **Metheny Concrete Products, Inc.** written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantors obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by **Metheny Concrete Products, Inc.**, from time to time as may be needed, in the credit evaluation process.

\* \_\_\_\_\_  
Sign Name Print Name Date

\_\_\_\_\_  
Sign Name Print Name Date

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6<sup>th</sup> and Pennsylvania Avenue, NW, Washington, D.C. 20580.